

REMARKS

The comments of the applicant below are each preceded by related comments of the examiner (in small, bold type).

4. Claims 19- 25, 27, 138 and 139 are rejected under 35 U.S.C. 102(b) as being anticipated by Winig, "Cracking the Code" (reference U on the attached PTO-892).

5. As per claim 19, Winig teaches a method comprising maintaining a financial account that represents value, on behalf of an account holder (see paragraph 10), and effecting a credit transaction in the account in response to an identification of the financial account and an indication that the identification is insufficient for the third party to effect a debit transaction in the account (see paragraphs 5-7)

6. As per claim 20, Winig teaches a method comprising maintaining, at a financial institution, a financial account for a merchant (see paragraph 10), the financial account being identified by an account identifier that enables the merchant to withdraw funds from the account (see paragraph 5 and 10), and enabling credit transactions with the account by a third party based on a credit identifier from which the account identifier cannot be determined (see paragraphs 6 and 7), the credit identifier simultaneously carrying account information capable of identifying the financial account, and transaction information indicating that the transaction in the account is a credit transaction, the account information inseparable from the transaction information in the credit identifier (see paragraphs 5-7).

7. As per claim 21, Winig teaches a method comprising accepting from one party a proposed credit transaction to be effected in a financial account of an account holder, and forwarding the proposed credit transaction using an identification of the financial account and an indication that the identification is not sufficient to effect a debit transaction in the account (see paragraphs 5-7).

...

12. As per claim 138, Winig teaches a method comprising: enabling a third party to effect a credit transaction in a financial account of an account holder by presenting a credit identifier that carries: account information identifying the financial account, and transaction information indicating that the transaction in the account may only be a credit transaction information being inseparable from the account information in the credit identifier (see paragraphs 5-7).

The applicant disagrees.

Claim 20 recites that a credit identifier simultaneously carries (a) account information, and (b) transaction information indicating that a transaction in the account is a credit transaction. Claim 20 makes clear that the account information is "inseparable from the transaction information." (emphasis added)

Winig does not describe or make obvious this feature.

The following table establishes that paragraphs 5-7, and 10 of *Winig* cited by the examiner neither describes nor would have made obvious that, in a credit identifier, the account information is "inseparable from the transaction information."

Paragraph	Text of <i>Winig</i>	Applicant's comments
5	"The UPIC would act as a unique identifier for the payer or payee, with all of the company's or individual's information hidden from the other party. All of the party's relevant information – such as account numbers, routing numbers, and anything else used to identify where the payment was going – would be hidden."	<p>In this paragraph, <i>Winig</i> merely describes that the UPIC "would act as a unique identifier" for either "the payer or payee." In this form, the UPIC is essentially a secondary identifier of the payer or payee that would allow for primary information about a party to be "hidden." The UPIC says nothing about what type of transaction is occurring. Accordingly, to use the UPIC, a transaction type, i.e., "debit" or "credit," would have to be specified <u>separately</u> so that it is clear whether money is being withdrawn from, or deposited into, an account.</p> <p>There is nothing in this paragraph of <i>Winig</i> that describes or would have made obvious a <u>credit</u> identifier simultaneously carrying account information and transaction information indicating that a transaction in the account is a <u>credit transaction</u>, the account information being "<u>inseparable</u> from the transaction information." (emphasis added)</p>
6	"For example, a utility firm could give its UPIC to consumers, who then would authorize a payment. The payer would need only to know the UPIC; he or she would never see the firm's account or routing numbers."	<p>In this paragraph, <i>Winig</i> describes a scenario in which the UPIC can be used by "consumers" of a "utility firm" to make payments into the firm's account. However, a transaction type, i.e., "credit" or "debit," would have to be either explicitly or implicitly specified <u>separately</u> for the transactions so that it is clear that money is to be deposited into the account.</p>

		<p>There is nothing in this paragraph of <i>Winig</i> that describes or would have made obvious a credit identifier simultaneously carrying account information and transaction information indicating that a transaction in the account is a credit transaction, the account information being "<u>inseparable</u> from the transaction information."</p>
7	<p>"In many ways, UPICs would operate like Swiss bank account numbers, although for now they only will be set up to credit accounts not debit them. This again, is a nod to customer security."</p>	<p>In this paragraph, <i>Winig</i> states that "for now [the UPIC] only will be set up to credit accounts not debit them." This clearly implies that the UPIC is able to effect <u>both</u> credit and debit transactions, and is merely implemented, "<u>for now</u>," in a manner to carry out only credit transactions. To emphasize this point, <i>Winig</i> analogizes the UPIC to a "Swiss bank account number." A Swiss bank account number is clearly an identifier that, like any bank account number, allows parties to make both credit and authorized debit transactions with the account. Accordingly, to use the UPIC, the transaction type, i.e., "credit" or "debit," would have to be specified <u>separately</u> so that it is clear whether money is being withdrawn from, or deposited into, an account.</p> <p>This makes clear that the UPIC is not, in the words of applicant's claim 20, "a credit identifier simultaneously carrying account information ... and transaction information indicating that [a] transaction in the account is a credit transaction, the account information being <u>inseparable</u> from the transaction information." (emphasis added)</p>
10	<p>"The proposed method for obtaining a UPIC is straightforward: a business simply would request one from its regular bank, provided the</p>	<p>In this paragraph, <i>Winig</i> states simply that the UPIC can be used by businesses to perform transactions with a bank in which the business has a financial account. As described in paragraphs 5-7, the UPIC would allow the</p>

	bank was participating in the program.”	businesses to perform <u>both</u> credit and debit transactions. Accordingly, to use the UPIC, a transaction type, i.e., “credit” or “debit,” would have to be specified <u>separately</u> so that it is clear whether money is being withdrawn from, or deposited into, an account. There is nothing in this paragraph of <i>Winig</i> that describes or would have made obvious a credit identifier simultaneously carrying account information and transaction information indicating that a transaction in the account is a credit transaction, the account information being “ <u>inseparable</u> from the transaction information.”
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For at least the reasons given above, paragraphs 5-7, and 10 of *Winig* does not describe or make obvious a credit identifier having both (a) account information and (b) transaction information “indicating that a transaction in the account is a credit transaction,” the account information being “inseparable from the transaction information.”

If this ground of rejection is repeated, the examiner is respectfully requested to quote verbatim language in *Winig* corresponding to each limitation as set for in the claims that the examiner regards as suggesting the limitation.

Claim 21 has been amended.

For at least a similar reason given for claim 20, claims 19, 21, and 138 are patentable.

17. As per claim 1, Wells et al. teaches a method comprising maintaining a financial account that represents value, on behalf of an account holder, the financial account having a plurality of account identifiers that in the account, or a party that presents a general account identifier to effect both debit and credit transactions in the account (see paragraph 0016, lines 5-10 and paragraph 0017, lines 2-6). Wells et al. fails to teach enabling a third party to effect a credit transaction in the account by presenting a credit identifier, which is an identifier different from the debit or general account identifiers, the credit identifier simultaneously carrying account information capable of identifying the financial account, and transaction information indicating that the credit identifier is insufficient to enable a third party to effect a debit transaction in the account, the account information being inseparable from the transaction information in the credit identifier. *Winig* teaches enabling a third party to effect a credit transaction in the account by presenting a credit identifier, which is an identifier different from the debit or general account identifiers, the credit identifier simultaneously carrying account information capable of identifying the financial account, and transaction information indicating that the credit identifier is insufficient to enable a third party to effect a debit transaction in the account, the

account information being inseparable from the transaction information in the credit identifier (see paragraphs 5-7). It would have been obvious to one of ordinary skill in the art at the time of the invention to incorporate this feature into the method of Wells et al. One of ordinary skill in the art would have been motivated to incorporate this feature for the purpose of eliminating the necessity of revealing bank information to customers and therefore would remove a big obstacle to doing business with previously unknown firms (see paragraph 8 of Winig).

The applicant disagrees.

For at least a similar reason given for claim 20, *Winig* does not describe or make obvious, at least, "[a] credit identifier simultaneously carrying: (a) account information capable of identifying the financial account, and (b) transaction information indicating that the credit identifier is insufficient to enable a third party to effect a debit transaction in the account, the account information being inseparable from the transaction information in the credit identifier." As the examiner states, *Wells* does not teach or suggest this feature.

Accordingly, there is nothing in *Wells* or *Winig*, alone or in combination, that describes or would have made obvious this feature of claim 1.

- 18. As per claim 2,
- 19. As per claim 3,
- ...
- 42. As per claim 34,
- 43. As per claim 35,
- ...

All of the dependent claims are patentable for at least the reasons for which the claims on which they depend are patentable.

Canceled claims, if any, have been canceled without prejudice or disclaimer.

Any circumstance in which the applicant has (a) addressed certain comments of the examiner does not mean that the applicant concedes other comments of the examiner, (b) made arguments for the patentability of some claims does not mean that there are not other good reasons for patentability of those claims and other claims, or (c) amended or canceled a claim does not mean that the applicant concedes any of the examiner's positions with respect to that claim or other claims.

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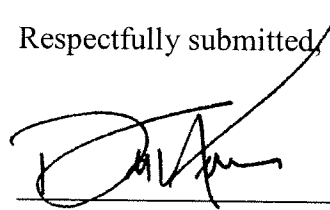
Attorney's Docket No.: 13801-002001

No fee is believed due at this time. Please apply any other charges or credits to deposit account 06-1050, referencing attorney docket 13801-002001.

Respectfully submitted,

Date: _____

5/21/8



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